

PROGRAM LETTER OF AGREEMENT TERMS AND CONDITIONS

Unless a current Resident Affiliation Agreement is in place between the parties, each and every Program Letter of Agreement (the "Agreement") entered into by and between Virginia Commonwealth University Health System Authority ("VCUHS") and any other institution ("AFFILIATE") is subject to the following terms and conditions. The party of the resident's origin is the "SPONSORING INSTITUTION," and the party where the resident completes the rotation is the "PARTICIPATING SITE."

1. Rules and Regulations. SPONSORING INSTITUTION shall advise RESIDENTS to abide by SPONSORING INSTITUTION's written practices, rules, policies, procedures, medical staff bylaws, accreditation standards, and all laws and regulations pertaining to confidentiality and patient rights.
2. Resident Evaluation and Educational Records. Within thirty (30) days of each RESIDENT completing his/her rotation at PARTICIPATING SITE, PARTICIPATING SITE shall ensure the timely completion of a written evaluation of the RESIDENT on the forms provided by VCUHS or mutually agreed upon between the parties. All such forms shall be completed in accordance with the requirements of SPONSORING INSTITUTION and the Accreditation Council for Graduate Medical Education ("ACGME").
3. Insurance. AFFILIATE shall provide and maintain workers' compensation, general liability and professional liability insurance for itself, its agents and employees providing services under this Agreement. The limits of such coverage per incident for professional liability insurance will be, if in Virginia, the amount of the applicable limitation on liability in medical malpractice actions in Virginia that is in effect at the time of the incident (*see* Virginia Code Section 8.01-581.15, as amended), with an annual aggregate of three times this amount, and if not in Virginia, then One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. VCUHS represents and warrants that it participates in the Commonwealth of Virginia Risk Management Plan, self-insurance, and private insurance programs sufficient to cover its obligations hereunder. The insurance obligations assumed herein shall survive the expiration or termination of this Agreement. Upon request of VCUHS, AFFILIATE shall supply certificates of insurance evidencing such coverage. AFFILIATE shall notify VCUHS in writing within five (5) business days of receipt of notice of cancellation or reduction of such insurance policy or policies in whole or in part.
4. RESIDENT Supervision. PARTICIPATING SITE shall arrange for attending physicians who: (i) will supervise RESIDENT's patient care activities in accordance with applicable laws and regulations and the requirements of the ACGME and SPONSORING INSTITUTION; and (ii) maintain full and final responsibility and authority over patient care. Such supervision shall be provided by PARTICIPATING SITE attending physicians who meet the following minimum requirements: (a) A valid, unrestricted license to practice medicine in the state of the Participating Site; (b) Eligibility and qualification for provision of physician services under the Medicare and Medicaid programs which includes in part that such physician is not presently and at no time been during the conduct of such attending physicians' practice of medicine been a "*sanctioned person*" as defined in Section 1128(b)(8) of the Social Security Act; (c) Board certification or Board eligibility in an approved specialty, if applicable; (d) Admitting and appropriate clinical privileges at PARTICIPATING SITE; and (e) Appropriately trained in a subspecialty when appropriate.
5. Inspection and Observation. PARTICIPATING SITE shall permit SPONSORING INSTITUTION or its designees to observe RESIDENTS' activities at PARTICIPATING SITE. PARTICIPATING SITE shall permit such inspection at reasonable times of clinical and related facilities of PARTICIPATING SITE by SPONSORING INSTITUTION or agencies charged with responsibility for accreditation of SPONSORING INSTITUTION's residency programs related to this affiliation or by agencies charged with responsibility for government medical care reimbursement programs.
6. Religious Beliefs. PARTICIPATING SITE will not require any RESIDENT or any personnel associated with this Agreement to participate in any procedure that is contrary to RESIDENT's religious beliefs made known to PARTICIPATING SITE.
7. Work-Safety Rules. PARTICIPATING SITE shall make available to its employees, any residents and students PARTICIPATING SITE's policies and procedures regarding workplace safety, including Federal Standards and the prevention and transmission of blood-borne pathogens.
8. Medicare Cost Report. PARTICIPATING SITE may include on its Medicare cost reports the time that RESIDENTS are assigned to PARTICIPATING SITE, to the extent permitted by applicable law and regulations.
9. Billing and Collection for Patient Care Services. PARTICIPATING SITE shall have sole responsibility for billing third-party payers, including Medicare and Medicaid, for all patient care services, including, to the

- extent permitted by applicable laws and regulations, for services.
10. VCUHS Program Policies and Procedures. AFFILIATE shall comply with VCUHS's applicable policies and procedures for the Program as well as any requirements of the ACGME, including without limitation those related to duty hours.
 11. Compliance. Parties shall comply with applicable: (i) federal, state, and local laws, regulations, and executive orders, and amendments thereto, including, but not limited to, OSHA, NRC and CDC regulations, Medicare and Medicaid billing and referral regulations, and the Virginia Department of Health and Department of Virginia Medical Services regulations; (ii) accreditation standards such as those set forth by The Joint Commission; (iii) requirements imposed under any city, state, federal, foundation or other award, contract, funding, reimbursement, payments policy, or grant; and (iv) VCUHS's policies and procedures including, without limitation, its anti-discrimination, compliance (found at <http://www.vcuhealth.org/compliance>), privacy, and sexual harassment policies.
 12. Immunizations and Medical Insurance. SPONSORING INSTITUTION shall require and document that all RESIDENTS placed at PARTICIPATING SITE have received relevant immunizations, a recent tuberculosis test, have qualifying health status to work directly with patients where applicable, have medical insurance, have any and all clean background checks, including without limitation criminal and child abuse, and any other information reasonably requested by PARTICIPATING SITE from time to time. SPONSORING INSTITUTION shall provide PARTICIPATING SITE with copies of such records upon request.
 13. Residents Assigned. SPONSORING INSTITUTION shall assign to PARTICIPATING SITE only those RESIDENTS who have satisfactorily completed the required course of study for the current rotation and who meet, with or without reasonable accommodation, PARTICIPATING SITE's and SPONSORING INSTITUTION's standards of health and ability. SPONSORING INSTITUTION shall require each RESIDENT who performs activities pursuant to this Agreement to maintain such licensure to practice medicine by the Board of Medicine as may be required by laws of his/her state and to provide evidence of current, valid licensure at least thirty (30) days prior to the start of RESIDENT's rotation at PARTICIPATING SITE.
 14. Rotation Schedules. Prior to start of the current term of the Agreement, the parties shall jointly prepare and maintain a rotation schedule, including in part number of residents, length of rotation, the type and frequency of on-call duties, and working conditions for RESIDENTS rotating to PARTICIPATING SITE. All such schedules and working conditions shall be in accordance with SPONSORING INSTITUTION and ACGME requirements. The parties may amend the rotation schedule by written mutual agreement, should changes to the rotation schedule become necessary during the course of the year.
 15. Indemnification. AFFILIATE agrees to defend, indemnify and hold Virginia Commonwealth University ("VCU") and VCUHS, their respective trustees, directors, officers, agents and employees harmless, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and character, including defense costs and legal fees, suffered or incurred by or asserted or imposed against VCU and VCUHS and resulting from, connected with, or arising out of any negligent or wrongful act or omission of AFFILIATE or any of its agents, directors, trustees or employees. VCUHS represents and warrants that it participates in the Commonwealth of Virginia Risk Management Plan (the "Plan"), and to the extent permitted by the Virginia Tort Claims Act, shall be responsible for the negligent acts or omissions of its own officers, directors, employees and agents performing obligations under this Agreement, provided that nothing herein shall be deemed to waive the sovereign immunity of VCU or VCUHS or the Commonwealth of Virginia. This provision shall survive the expiration or termination of this Agreement.
 16. Patient Care Responsibilities. The parties agree that PARTICIPATING SITE and its employees and agents, including in part the attending physicians, have independent discretion to make professional judgments relating to the delivery of health care services and that SPONSORING INSTITUTION shall neither have nor exercise control or direction over the manner in which PARTICIPATING SITE and its employees and agents, including in part the attending physicians, deliver health care services to patients of PARTICIPATING SITE.
 17. Support. AFFILIATE and VCUHS shall provide other support and resources deemed reasonably necessary by both parties to carry out the terms of this Agreement.
 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, agreements or understandings, whether verbal or in writing. No

amendment or modification to this Agreement shall be effective unless the same is in writing, and signed by both parties.

19. Non-Discrimination. Neither party shall discriminate in the performance of this Agreement because of race, color, religious creed, ancestry, national origin, disability, marital status, age, sex, sexual orientation or on any other basis prohibited by law.
20. Notices. Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or sent by national overnight courier service (e.g., *Federal Express*, *UPS*) and addressed to the respective party at the address set forth below, or at any such address(es) or person(s) as each may specify by written notice given to the other party in the manner specified herein. Notwithstanding the above, notices may also be provided by personal delivery and shall be effective upon actual receipt.

VCUHS: Director, Graduate Medical Education
Virginia Commonwealth University Health System Authority
P.O. Box 980257
Richmond, VA 23298

With a copy to: Office of the General Counsel
Samuel Putney House, 2nd Floor
1010 East Marshall Street
P.O. Box 980240
Richmond, VA 23298

AFFILIATE: The address indicated on the Agreement.

21. Termination. Either party may terminate this Agreement without cause by providing the other party with thirty (90) days' written notice prior to the end of the current term. Either party may terminate this Agreement for cause by providing the breaching party with thirty (30) days written notice of the breach. The non-breaching party may immediately terminate the specific residency program, or the agreement, in writing if the breaching party fails to cure the breach within such thirty (30) day period. Repeated breaches will not be afforded the benefit of this section. Any party may terminate this Agreement immediately upon notice to the other parties in the event of an act or omission for which the license, accreditation or certification, or operating licenses or certifications may be revoked or suspended by any governmental or administrative body. Despite such termination, RESIDENTS presently receiving training or scheduled to receive their training with PARTICIPATING SITE through the remainder of the fiscal year will be permitted to complete their scheduled training.
22. Independent Contractors. SPONSORING INSTITUTION shall provide RESIDENTS rotating under this Agreement with their salaries and fringe benefits, including, but not limited to, workers' compensation, health insurance, and other benefits under SPONSORING INSTITUTION's standard benefits program for its residents. SPONSORING INSTITUTION shall notify each RESIDENT as follows, in any manner deemed appropriate by SPONSORING INSTITUTION: (a) that RESIDENT is not an employee of PARTICIPATING SITE for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or any program because of participation in this educational experience; (b) that each RESIDENT is placed with PARTICIPATING SITE as part of an academic curriculum and those duties performed by RESIDENT are not performed as an employee, but in fulfillment of these academic requirements; and (c) that RESIDENT shall not, at any time, replace or substitute for any employee of PARTICIPATING SITE.
23. Use of Name. No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.
24. Agreement Not Exclusive. Unless provided herein, this Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.

25. Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted by the courts of, and in accordance with the laws of, the Commonwealth of Virginia, without regard to its choice of law or conflict of law provisions.
26. Assignment. Nothing contained in this Agreement shall be construed to permit assignment of any rights under this Agreement and such assignment is expressly prohibited. However, VCUHS shall be permitted to assign its rights and obligations to another person, entity or organization affiliated with VCUHS or VCU without consent of AFFILIATE.
27. Proprietary and Confidential Information. Each party agrees that all information and documents including, without limitation, data, educational materials, medical records, protocols, guidelines, pricing, business strategies, compensation levels, financial information and other proprietary data or trade secrets relating to such party's business generally or relating specifically to the services provided hereunder (together, "Proprietary Information") is and will remain the property of the originating party, and each party and its affiliates agree that they will keep such information confidential and will not, directly or indirectly, disclose such Proprietary Information to any person except as expressly authorized by the party from whom such consent is sought. Each party further agrees that upon termination of this Agreement for any reason, each party will return to the other all Proprietary Information and copies thereof that are in the possession of the other or its affiliates. This Section 4.15 shall survive termination or expiration of this Agreement. This Agreement is confidential and shall not be provided to any third party without the prior written consent of the party from whom consent is sought, unless required by law.
28. Authority of Signatures. Each party represents that it has the authority to enter into and be bound by this Agreement.
29. Books and Records. This section is included herein because of possible application of Section 1861(v)(I)(1) of the Social Security Act (the "Act") to this Agreement. To the extent that this section of the Act is applicable, each party agrees to make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of costs incurred by any party under this Agreement until the expiration of four (4) years after the termination or expiration of this Agreement. If a party carries out any of the duties or obligations contemplated by this Agreement through a contract or subcontract with a value of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such contract or subcontract shall require this same access to the books, documents and records of such contractor or subcontractor.
30. Further Assurances. The parties agree to execute such other documents and to perform all such other and further acts as may be necessary or desirable to carry out the purposes and intent of this Agreement.
31. Sanctioned Persons. Each party represents and warrants that it and any of its agents, employees, officers, and representatives providing services under this Agreement: (a) are not "*sanctioned persons*" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the System for Awards Management as excluded from Federal Programs; (d) have not been convicted of a criminal offense related to health care; (e) are not a debarred or suspended contractor of the Commonwealth of Virginia. Each party shall promptly notify the other party in the event that it is no longer able to make such representations and warranties.
32. Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims.
33. HIPAA. In accordance with the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA") and the rules and regulations implemented thereunder, the parties agree to comply with all federal, state and local laws and regulations, including without limitation HIPAA, regarding the confidentiality of patient or protected health information ("PHI"). The parties further agree to execute additional mutually agreed upon documents as required under HIPAA rules and regulations to assure the safeguarding of PHI. In the event such documentation is not agreed upon and executed, either party may terminate this Agreement with thirty (30) days written notice.